

A04000001834

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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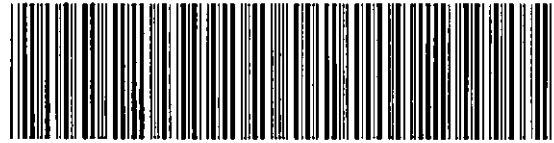
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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FILED
2022 JUN -6 PM 3:30
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger

RECEIVED
2022 JUN -6 PM 3:25
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

JUN 08 2022

CONNELL

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 723788 4305966

AUTHORIZATION :

[Signature]

COST LIMIT : \$ 105.00

ORDER DATE : June 3, 2022

ORDER TIME : 8:29 AM

ORDER NO. : 723788-015

CUSTOMER NO: 4305966

*Please proceed with
any fees needed*

ARTICLES OF MERGER

MASONPRO INC.

INTO

WHITE CAP, L.P.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Alexxis Weiland

EXAMINER'S INITIALS: _____

Certificate of Merger
For
Florida Limited Partnership or Limited Liability Limited Partnership

FILED
2022 JUN -6 PM 3:30
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
IN FLORIDA

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Masonpro Inc.	Michigan	corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Cap, L.P.	Florida	limited partnership
_____	_____	_____

THIRD: The date the merger is effective under the governing laws of the surviving party is:_____.

(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)

FOURTH: The merger was approved by each party as required by its governing law.

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address:

Mailing address:

SIXTH: Other provisions, if any, relating to the merger:

See attached Agreement and Plan of Merger.

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Masonpro Inc.	<i>Susan V. Stucker</i>	Susan V. Stucker, Secretary
White Cap, L.P.	<i>Susan V. Stucker</i>	Susan V. Stucker, Secretary of Construction Supply Holdings, LLC, its General Partner

Fees: Filing Fees: \$52.50 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger dated as of the 3rd day of June, 2022, Masonpro Inc., a Michigan corporation ("Corporation") and an indirect wholly-owned subsidiary of White Cap, L.P., a Florida limited partnership ("Parent"), shall be merged with and into Parent.

SECTION 1 **DEFINITIONS**

1.1 Effective Time. "Effective Time" shall mean the date and time on which the Merger contemplated by this Agreement and Plan of Merger becomes effective pursuant to the laws of the States of Michigan and Florida, as determined in accordance with Section 2.2 of this Agreement and Plan of Merger.

1.2 Merger. "Merger" shall refer to the merger of Corporation with and into Parent as provided in Section 2.1 of this Agreement and Plan of Merger.

1.3 Merging Company. "Merging Company" shall refer to Masonpro Inc., a Michigan corporation, with a principal office and mailing address of 6250 Brook Hollow Parkway, Norcross, Georgia, 30071. The entity identification number of the Merging Company is 800352196.

1.4 Surviving Company. "Surviving Company" shall refer to White Cap, L.P., a Florida limited partnership, with a principal office and mailing address of 6250 Brook Hollow Parkway, Norcross, Georgia, 30071, as the entity surviving the Merger. The entity identification number of the Surviving Company is A04000001834.

SECTION 2 **TERMS OF MERGER**

2.1 Merger. Subject to the terms and conditions set forth in this Agreement and Plan of Merger, at the Effective Time, the Merging Company shall be merged with and into the Surviving Company in accordance with applicable law. Parent shall be the Surviving Company resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Florida under the name "White Cap, L.P." The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger which has been approved by the Board of Directors and the sole shareholder of the Merging Company and the general partner and majority limited partner of the Surviving Company. The Merging Company's sole shareholder, CSG Corporate Acquisition, LLC, a Delaware limited liability company and an indirect subsidiary of the Surviving Company, is treated as an entity disregarded as separate from the Surviving Company's majority limited partner and sole member of the Surviving Company's general partner, White Cap Supply Holdings II, LLC, a Delaware limited liability company (f/k/a Construction Supply Holdings II, LLC) ("WCSH II"). for U.S. federal and applicable state and local income tax purposes. The Merging Company and the Surviving Company intend that (i) the Merger qualify as a tax-free liquidation of the Merging Company into WCSH II pursuant to Sections 337 and 332 of the Internal Revenue Code of 1986, as amended and (ii) that this Agreement and Plan of Merger be adopted as a plan of liquidation of the Merging Company for U.S. federal and applicable state and local income tax purposes.

2.2 Effective Time. The Merger contemplated by this Agreement and Plan of Merger shall be effective upon the filing of a certificate of merger with each of the Michigan Department of Licensing and Regulatory Affairs and the Florida Department of State.

2.3 Certificate of Limited Partnership. The Certificate of Limited Partnership of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.4 Partnership Agreement. The Partnership Agreement of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.5 General Partner. The General Partner of Parent shall continue to serve as the General Partner of Parent and shall hold office from and after the Effective Time until its respective successor is elected and qualified.

SECTION 3 MANNER OF CONVERTING SHARES

The issued and outstanding shares of Merging Company shall be cancelled and cease to exist without consideration by virtue of the Merger at the Effective Time. The issued and outstanding partnership interests of the Surviving Company shall remain issued and outstanding and will be unaffected by the Merger. No cash consideration will be exchanged between the Surviving Company and the Merging Company upon consummation of the Merger.

SECTION 4 ASSIGNMENT AND ASSUMPTION

By virtue of the Merger and without any other action, the Surviving Company shall succeed to all of Merging Company's rights, title, interests, obligations and liabilities, of any form, as of the Effective Time.

SECTION 5 FURTHER ASSURANCES

Each party to this Agreement and Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement and Plan of Merger.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized signatories as of the date first above written.

MERGING COMPANY:

MASONPRO INC.

By: Susan V. Stucker

Susan V. Stucker
General Counsel and Secretary

SURVIVING COMPANY:

WHITE CAP, L.P.

By: Construction Supply Holdings, LLC
its general partner

By: Susan V. Stucker

Susan V. Stucker
General Counsel and Secretary of Construction
Supply Holdings, LLC